



SUPERFUND STATE CONTRACT  
BETWEEN  
THE STATE OF NEW YORK  
AND THE  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
FOR REMEDIAL ACTIVITIES RELATED TO THE  
OLD ROOSEVELT FIELD CONTAMINATED GROUNDWATER AREA SUPERFUND SITE  
VILLAGE OF GARDEN CITY, NASSAU COUNTY, NEW YORK

A. Authority

This Superfund State Contract (the "Contract") is entered into pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9675, the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR Part 300, hereinafter referred to as the "NCP"), 40 CFR Part 35, Subpart O (Cooperative Agreements and Superfund State Contracts for Superfund Response Actions), and 40 CFR Part 31 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

B. Purpose

This is an agreement between the United States Environmental Protection Agency ("USEPA") and the State of New York (the "State") to conduct a remedial action at the Old Roosevelt Field Contaminated Groundwater Area Superfund site (the "Site") located in Garden City, Nassau County, New York. Attached hereto and incorporated herein as Appendix A is a description of the Site. This Contract covers tasks and activities described in the Statement of Work ("SOW") attached hereto and incorporated herein as Appendix B. This Contract may be amended if the parties agree to undertake additional remedial actions beyond those actions described in the SOW.

C. Parties' Representatives

1. Attached hereto as Appendix C is a letter from the State Attorney General which certifies that the agency entering into this Contract on behalf of the State has legal authority to do so and to fulfill its terms.
2. USEPA has designated Angela Carpenter, Chief, Eastern New York Remediation Section, USEPA, Region II, 290 Broadway, New York, New York, 10007-1866, (212) 637-4263, to serve as USEPA Project Officer for this Contract. USEPA has designated Caroline Kwan as the Regional Project Manager ("RPM") for this Contract.
3. The State has designated Dale Desnoyers, Director, Division of Environmental Remediation, New York State Department of Environmental Conservation, 625 Broadway, Albany, New York 12233, (518) 402-9706, to serve as the State Project Officer for this Contract. The State has designated Heather Bishop as the State Project Manager ("SPM") for this Contract.

D. General Provisions

1. This contract is between USEPA and the State.

2. In addition to adhering to the requirements specified in CERCLA and the NCP, the parties intend to follow applicable program requirements set forth in USEPA policy and guidance identified in the Administrative Record.
3. USEPA or its agent shall employ contractors to do the work described in the SOW and shall make all payments to the contractors for that work. USEPA, at its own cost and expense, shall furnish the necessary personnel, materials, services, and facilities to perform its responsibilities to administer the Contract. If construction management is performed by the U.S. Army Corps of Engineers, the costs associated with personnel, materials, services, and facilities necessary to perform its services shall be shared with the State.
4. USEPA shall seek State input on any key decision points relating to the implementation of work in the SOW.
5. The RPM, after consultation with the SPM, may make project changes that do not substantially alter the scope of the response actions at the Site or the cost of the remedial action.
6. The USEPA Project Officer shall report major modifications to schedules or activities to the State Project Officer.

7. USEPA shall provide regular technical and financial status reports to the State. The USEPA Project Officer and the State Project Officer shall negotiate a schedule for submittal of the reports.
8. USEPA is responsible for ensuring that a Site safety plan will be prepared prior to the initiation of on-Site activities, and that it will be implemented during the project.
9. USEPA is responsible for the completion of those Site activities described in Appendix B.
10. USEPA shall submit all final plans, reports, and modifications to the SOW to the State for review prior to issuance or implementation.

E. Financial Responsibilities of the Parties and Payments

1. The State shall provide USEPA with the money to pay for 10% of the cost of the work described in Tasks I and II, as identified in the SOW (Appendix B). The present estimate of the cost to implement Task I is \$4,950,000. The present estimate of the cost to implement Task II is \$5,992,000. These estimates are derived from the Record of Decision ("ROD") issued by USEPA with respect to the Site. The amount of this Contract is \$1,094,200, which represents 10% of the estimated cost of Tasks I and II. USEPA agrees that the money so provided by the State shall be used only for that work. The payment amounts set forth in Paragraph E.2., below, are based on these estimates. The State understands that the actual final cost of Tasks I and II may differ from the

aforesaid estimate, the State agrees to pay USEPA 10% of the total amount paid by USEPA for these tasks, whether the amount paid by USEPA proves to be greater or less than the estimate set forth above. State overpayments or underpayments will be addressed in accordance with Paragraph E.4., below. In addition, if, based on actual Tasks I and II costs paid, USEPA at any time revises the cost estimates for Tasks I and II, the payment amounts set forth in this Paragraph shall be changed by an Amendment to this Contract.

2. The State shall make the following payments to USEPA in accordance with the following schedule:

a. For Task I:

<u>DATE</u>	<u>PAYMENT</u>
USEPA will submit a Bill for Collection following its commitment of funds for Task I activities. Payment will be due 30 days after the submission of the Bill for Collection.	\$49,500 (10% of the Task I Contract amount)
USEPA will submit a Bill for Collection following mobilization for Task I activities. Payment will be due 30 days after the submission of the Bill for Collection.	\$198,000 (40% of the Task I Contract amount)
USEPA will submit a Bill for Collection following the completion of the final inspection associated with Task I. Payment will be due 30 days after the submission of the Bill for Collection.	\$198,000 (40% of the Task I Contract amount)

USEPA will submit a Bill for Collection after written notice of the final costs of Task I has been provided to the State Project Officer. Payment will be due 30 days after the submission of the Bill for Collection.	Remainder of actual State cost share for the Task I Contract amount
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b. For Task II.

<b>Year Number</b>	<b>Payment Due Dates</b>	<b>Task II Amount Due</b>
1	USEPA will submit a Bill for Collection following its initial commitment of funds (estimated to be September 30, 2011).	\$59,920
2	USEPA will submit a Bill for Collection following the first anniversary of its initial commitment of funds (estimated to be September 30, 2012).	\$59,920
3	USEPA will submit a Bill for Collection following the second anniversary of its initial commitment of funds (estimated to September 30, 2013).	\$59,920
4	USEPA will submit a Bill for Collection following the third anniversary of its initial commitment of funds (estimated to September 30, 2014).	\$59,920
5	USEPA will submit a Bill for Collection following the fourth anniversary of its initial commitment of funds (estimated to September 30, 2015).	\$59,920
6	USEPA will submit a Bill for Collection following the fifth anniversary of its initial commitment of funds (estimated to September 30, 2016).	\$59,920
7	USEPA will submit a Bill for Collection following the sixth anniversary of its initial commitment	\$59,920

	of funds (estimated to September 30, 2017).	
8	USEPA will submit a Bill for Collection following the seventh anniversary of its initial commitment of funds (estimated to September 30, 2018).	\$59,920
9	USEPA will submit a Bill for Collection following the eighth anniversary of its initial commitment of funds (estimated to September 30, 2019).	\$59,920
10	USEPA will submit a Bill for Collection following the ninth anniversary of its initial commitment of funds (estimated to September 30, 2020).	\$59,920

USEPA will submit an invoice for the above payments for years one through ten to the State at least 60 days prior to each date on which a payment is due. Payment will be due 30 days after the submission of the Bill for Collection.

3. If USEPA determines, prior to one of the payment due dates set forth in Paragraph E.2.b., above, that Task II can be discontinued due to the achievement of the groundwater cleanup objectives set forth in the ROD, USEPA will so notify the State. In that event, the State need not make the remaining payments set forth in the schedule in Paragraph E.2.b., above, the Parties will enter into an amendment to this Contract which sets forth a revised payment schedule.

4. The State represents and, based on that representation, USEPA understands that the State's ability to pay the amounts required by Paragraphs E.1. and E.2. above in a given year

is dependent upon the availability of funds appropriated by the State legislature. The New York State Department of Environmental Conservation ("NYSDEC") agrees to use its best efforts to timely obtain sufficient appropriations from the State legislature to enable it to timely and fully meet its payment obligations set forth above. If despite the use of such best efforts, the State is unable to timely make all or part of a payment required above, due to insufficient appropriations from the State legislature, the State shall notify USEPA of that fact as soon as practicable, but no later than the due date for the given payment. Such notification shall indicate why the State is unable to make the payment and shall estimate when the State believes it will be able to make the payment. Notwithstanding such notification, NYSDEC shall use its best efforts to obtain the needed appropriations at the earliest possible date. If by the date of completion of Tasks I and II of the SOW, any portion of the total amount owed by the State under Paragraphs E.1. and E.2. above (or such other amount as may be required by an Amendment to this Contract) has not been paid to USEPA, the State shall have the burden of demonstrating that it was impossible for it to timely pay said portion due to an absence of sufficient appropriations from the State legislature. Notwithstanding such a showing, the State will continue to be responsible for paying 10% of the total cost of Task I of the SOW. Nothing contained in this Contract shall be interpreted as a commitment by the State to appropriate, obligate or pay funds in contravention of State law.

5. As soon as practicable after the date USEPA makes its final payment for the work described in Tasks I and/or Task II the SOW, USEPA shall calculate the final cost of such task. USEPA shall give the State Project Officer written notice of the final cost of the task



promptly after calculating that cost, and simultaneously shall, to the extent allowed by law, give the State Project Officer copies of the invoices or other documents supporting that cost. If the final cost is less than the cost estimate for that task, as set forth in the SOW (or in any Amendment to this Contract), and State overpayment has occurred, any overpayment may be applied toward the State's statutory contribution of 10% of the final cost for any subsequent work. USEPA will not use overpayments by the State to satisfy obligations at another site. The calculation of the final cost of any subsequent work, as well as notification of the State Project Officer and the provision of cost documentation to the State, will be performed in the same manner as set forth in this Paragraph. In the event that the amount of money contributed by the State through this Contract exceeds the State's statutorily required share of the total costs of Task I and/or Task II set forth in the SOW, as determined by future fiscal review, USEPA agrees to reimburse any overpayment to the State within ninety (90) days of State application to receive reimbursement for these excess funds. If additional funds are required to meet the State's statutorily required share of the total costs, the State agrees to pay USEPA the additional funds within ninety (90) days of USEPA's written notification to the State Project Officer.

6. If, in any given federal fiscal year, USEPA is unable to perform the work described in Task I or Task II of the SOW due to insufficient federal funds, USEPA will so notify the State, and the State in that event need not make its annual payment that would otherwise be due that year pursuant to Paragraphs E.2.a. and E.2.b., above. USEPA will thereafter notify the State if/when USEPA resumes performing Task I or Task II, and the State shall then resume

making its annual payments under Paragraph E.2.a. and E.2.b., above. Notwithstanding anything in this Paragraph E.6., the State shall be responsible for paying 10% of the total cost paid by USEPA for Task I and Task II.

7. State costs for personnel, materials, services, facilities, and the performance of those things necessary for or incidental to its obligations under this Contract shall not be applied toward the State's ultimate cost share at the Site, except the cost of acquiring any real property as described in Paragraph O. of the Contract. Support agency assistance costs will be provided, upon application by the State, under a separate cooperative agreement.
8. Upon request by the State, and for the purpose of allowing the State to carry out a fiscal review, USEPA shall provide the State, to the extent allowed by law, with copies of all documents in USEPA's possession containing financial data pertaining to work performed by USEPA's contractors pursuant to this Contract. Any changes in the State's cost share resulting from such fiscal review will be subject to the provisions of Paragraph E.5., above, relating to final cost adjustments.
9. Expenditure by USEPA of funds contributed by the State does not ensure that USEPA will provide additional money for remedial action at the Site. State expenditures for operation and maintenance as specified in Paragraph L. shall not be credited toward its 10% cost share for Task I and II activities.

10. State payments will be made in the following manner. The USEPA Project Officer will submit to the State Project Officer a request for payment of the required amount on a State Standard Voucher and USEPA Bill for Collection at the appropriate time as specified above. Instruments of payment shall be made payable to "USEPA Hazardous Substances Superfund" and shall be sent to:

U.S. Environmental Protection Agency  
Superfund Payments  
Cincinnati Finance Center  
P.O. Box 979076  
St. Louis, MO 63197-9000

F. Duration

This Contract shall become effective upon execution by both parties and approval for the State by the New York State Office of the State Comptroller. With the exception of the obligations set forth in Paragraph L. below, this Contract shall remain in effect until the financial settlement of project costs and final reconciliation of response costs (including change orders, claims, overpayments, reimbursements, etc.) have been completed.

G. Remedy Shakedown

USEPA will conduct, pursuant to this Contract, any activities which are necessary to ensure that the remedy is operational and functional (remedy shakedown) for a period up to one year, or until the remedy is determined to be functioning properly and performing as designed, whichever is earlier. An extension of this time period may be obtained by amendment to this Contract, with prior USEPA approval. All costs incurred by USEPA during this shakedown period shall be subject to the same 10 percent cost share.

H. Ground Water Mitigation

1. Pursuant to Section 104(c)(6) of CERCLA, USEPA is authorized to cost share in the restoration of groundwater for an estimated period of ten years or until the level of protectiveness, as defined in the ROD, is achieved, whichever is earlier. It is estimated that the level of protectiveness as defined in the ROD will be achieved after ten years of groundwater extraction and treatment.
2. The State hereby assures its obligation to pay 10 percent of the cost of groundwater mitigation for the ten-year period referred to in Paragraph H.1., above.

I. Joint Inspections of the Remedy

1. Inspections will be conducted once the groundwater extraction and treatment system identified in Task I is operational and functional. The inspections will be led by the RPM. The SPM or her designee shall accompany the RPM during the inspections.
2. Each inspection will consist of a walk-through inspection of the project area, focusing on any outstanding construction items identified in the pre-final inspection. The RPM and the SPM will confirm that all outstanding items have been resolved. If any items are still unresolved, the inspection shall be considered a pre-final inspection, requiring another inspection.

3. Following the satisfactory completion of the Task I final inspection, USEPA will provide to the State a copy of the remedial action report for Task I.
4. The Task I remedial action report will be reviewed by USEPA and the State. The SPM will provide to the RPM the State's written acceptance that the Task I remedy is complete and is performing adequately.
5. An additional inspection for Task I will be conducted at the earliest of the following: a) the groundwater cleanup objectives set forth in the ROD have been achieved; or b) the groundwater remedy has restored the groundwater to such a point that reductions in contaminant concentrations are no longer significant.
6. Following the satisfactory completion of the Task I inspection described in Paragraph I.5., above, USEPA will provide to the State a copy of the remedial action report for Task I.
7. The Task I remedial action report referred to in Paragraph I.6., above, will be reviewed by USEPA and the State. The SPM will provide to the RPM the State's written acceptance of the Task I remedial action report.
8. USEPA, in consultation with the State, will determine that Fund-financed response actions described in the SOW have been completed. Enforcement actions and other

necessary activities, such as National Priorities List deletion, may proceed independently of project closeout.

J. State Review

1. USEPA and the State shall specify a binding time frame for review and comments on matters relating to the implementation of the response action pursuant to this Contract.
2. If a Superfund Memorandum of Agreement is executed between the parties, the consultation requirements therein shall be incorporated into this Contract by reference.

K. Off-Site Storage, Destruction, Treatment or Disposition

1. At the present time, the parties anticipate the need for off-Site storage, destruction, treatment, or disposition of hazardous substances in connection with the implementation of the remedial action. The State, pursuant to Section 104(c)(3)(B) of CERCLA, shall assure the availability of a hazardous waste disposal facility which has adequate capacity for off-Site storage, destruction, treatment, or disposition. The costs of such off-Site storage, destruction, treatment, or disposition will be paid for as provided in Paragraph E.
2. The State submitted its Waste Capacity Assurance Plan ("CAP") to USEPA on October 16, 1989, and provided satisfactory further submissions to USEPA in accordance with USEPA's conditional approval of that Plan. To date, the State's waste capacity assurance

submissions have complied with Section 104(c)(9) of CERCLA and USEPA has determined that New York continues to be eligible to receive Superfund Trust funds.

L. Operation and Maintenance

For the purposes of this Contract, operation and maintenance ("O&M") shall include all activities undertaken subsequent to the activities described for Tasks I and II in the SOW. After the remedial design of Task I described in the SOW is completed, USEPA will submit to the State, for comment and concurrence, a draft O&M Manual to be implemented following the completion of Task II. The State agrees to comment on the draft O&M Manual within sixty (60) days of submission of the plan to the State. USEPA will finalize the O&M Manual after receipt of the State's comments. The O&M Manual may be modified upon the agreement of both parties.

The State further agrees to submit to USEPA an O&M financing plan prior to completion of Task II described in the SOW under this Contract and State assumption of O&M responsibility. The State may modify the O&M financing plan upon the agreement of both parties. Pursuant to CERCLA Section 104(c)(3)(A), the State shall provide, at its cost, all O&M for the tasks described in the SOW under this Contract for the duration of such O&M activities.

The State assures that any institutional controls set forth in the ROD will be monitored and retained as part of O&M.

M. Permits

In accordance with Section 121(e)(1) of CERCLA, federal, state, and local permits are not required for the portion of any remedial action conducted entirely on-Site, where such remedial action is selected and carried out in compliance with Section 121 of CERCLA. However, remedial actions that involve the storage, treatment, or disposal of hazardous substances at off-Site facilities shall involve only such off-Site facilities that are operating under appropriate federal and state permits or authorization and other legal requirements, and which otherwise meet the requirements of Section 121(d)(3) of CERCLA. As requested by USEPA, the State also shall obtain or assist USEPA in obtaining any permits that are necessary to complete satisfactorily the activities described in the SOW.

N. Site Access

USEPA may attempt to secure access to the Site for itself, its agents and representatives, and for contractors performing the work described in the SOW. The State, however, shall assist USEPA as requested, and shall retain to the extent of its legal authority the responsibility for obtaining access to the Site.

O. Acquisition of Interests in Real Property

1. Pursuant to Section 104(j) of CERCLA, 42 U.S.C. §9604(j), the State shall acquire or otherwise accept transfer of any interests in real property located at the Site, which USEPA deems necessary for the performance of the remedial action at the Site to the



extent that such interests are not acquired by potentially responsible parties. The cost, if any, of acquiring any such interest in real property shall be credited toward the State's statutorily required contribution for any remedial activities authorized for the Site, provided that if the amount of money contributed by the State pursuant to this Contract, including the cost of acquiring an interest in real property, exceeds the State's statutorily required share of the costs of remedial activities authorized for the Site, such overpayments shall be addressed as specified in Paragraph E.4., above.

2. The State shall not acquire any interest in real property without the written concurrence of the USEPA Project Officer. The State shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and its implementing regulations, set forth at 49 CFR Part 24, in acquiring any interests in real property.

P. Information Regarding the Site

1. At USEPA's request, and to the extent allowed by State law, the State shall make available to USEPA any information in its possession concerning the Site, with the exception of deliberative and other privileged documents which the State would not otherwise be required to disclose. At the State's request, and to the extent allowed by federal law, USEPA shall make available to the State any information in its possession concerning the Site, with the exception of deliberative and other privileged documents

which USEPA would not otherwise be required to disclose. (Also, see Paragraph P.2., below, with respect to confidential documents.)

2. If any information is provided to USEPA by the State under a claim of confidentiality, it will be treated in accordance with 40 CFR Part 2 if the State has given USEPA notice of the claim of confidentiality. USEPA will not disclose information submitted under a claim of confidentiality, unless USEPA is required to do so by federal law or has made a determination that the public interest would be served by disclosure to the public, and has given the State ten (10) working days advance notice of USEPA's intent to release that information. Absent notice of such claim of confidentiality, USEPA may make said information available to the public without further notice, subject only to the limitation in Paragraph P.4, below.
3. If any information is provided to the State by USEPA under a claim of confidentiality, it shall be treated in accordance with state law if USEPA has given the State notice of the claim of confidentiality. The State shall not disclose information submitted under a claim of confidentiality unless the State is required to do so by state law and has given USEPA ten (10) working days advance notice of the State's intent to release that information. Absent notice of such claim of confidentiality, the State may make said information available to the public without further notice, subject only to the limitation in Paragraph P.4., below.

4. Unless otherwise required by applicable law (*i.e.*, Agency discretion is not permitted), any information whose release may potentially harm present or planned enforcement actions or investigations shall not be released to the public unless such release is approved by both the USEPA Region II Office of Regional Counsel and the New York State Department of Environmental Conservation Office of General Counsel, with the concurrence of the New York State Department of Law.

Q. Failure to Comply with Terms of Contract

1. If the State fails to comply with the terms of the Contract, USEPA may proceed under the provisions of Section 104(d)(2) of CERCLA, which provides that USEPA must provide the State with sixty (60) days notice before commencing any action to enforce this Contract or to recover any funds advanced or any costs incurred because of the breach of the Contract by the State.
2. If USEPA fails to comply with the terms of this Contract, no action for damages or any other form of remedy shall be commenced until the State has given USEPA sixty (60) days written notice of intent to file suit.

R. Amendments

The USEPA Project Officer, the USEPA Director of the Emergency and Remedial Response Division or his designee, and the State Project Officer or his designee have the authority to make joint decisions regarding the subject matter of this Contract, which shall be agreed to in

writing, where such decisions do not alter the scope or cost of response actions taken pursuant to this Contract.

Any change of circumstance that alters the scope or cost of response actions, or which impacts the State's assurances pursuant to the NCP and CERCLA, will require a Contract amendment, which will become effective upon execution by both parties and approval for the State by the New York State Office of the State Comptroller.

S. Community Relations Plan

Pursuant to 40 CFR §300.155, USEPA will revise, in cooperation with the State, the Community Relations Plan as necessary, which was developed under an earlier phase of this project, and USEPA will implement the plan.

T. Third Parties

1. This Contract is intended to benefit only the State and USEPA. It extends no benefits or rights to any third party.
2. Neither USEPA nor the State assumes any liability to third parties with respect to losses as a result of bodily injury or property damages resulting in any way from work performed in connection with the remedial actions undertaken pursuant to this Contract, nor does either party waive any rights or immunities provided by law.

3. The execution of this Contract does not constitute a waiver of USEPA's right to bring an action against any person or persons for liability under CERCLA or any other provision of law.

4. The execution of this Contract does not constitute a waiver of the State's right to bring an action against any person or persons for liability under any applicable state or federal law.

U. Disclaimer of Agency Relationship

Nothing contained in the Contract creates, either expressly or by implication, the relationship of agency between USEPA and the State. USEPA (including its employees and contractors) is not authorized to represent or act on behalf of the State in any matter relating to the subject matter of this Contract, and the State (including its employees and contractors) is not authorized to represent or act on behalf of USEPA in any matter relating to the subject matter of this Contract.

V. Enforcement and Cost Recovery

1. USEPA may bring an action against any party under Section 106 of CERCLA, 42 U.S.C. §9606, to compel cleanup, and USEPA and the State may each bring an action against any party for cost recovery under Section 107 of CERCLA, 42 U.S.C. §9607.

2. Notice of Intent to Settle or to Initiate Proceedings

USEPA and the State agree that, with respect to the claims which each may be entitled to assert against any third person (herein referred to as the "responsible party," whether one or more) for reimbursement of costs expended by USEPA or the State for response action at the Site as described in this Contract, neither USEPA nor the State will enter into a settlement with or initiate a judicial or administrative proceeding against a responsible party except after having given notice in writing to the other party to this Contract not less than twenty (20) days in advance of the date of the commencement of the proposed judicial or administrative proceeding, except where, under the circumstances, it is not feasible for such advance notice to be given by USEPA or the State (in which case USEPA or the State shall provide the other with such notice as is feasible). Neither party to this Contract shall attempt to negotiate on behalf of the other party, and authority to do so is hereby expressly negated and denied.

3. Cooperation and Coordination of Cost Recovery Efforts

USEPA and the State agree that they will cooperate and coordinate in efforts to recover their respective costs of response actions taken at the Site described herein. USEPA and the State agree that each will notify the other party of the negotiation of any settlement and the filing and management of any judicial actions against a potentially responsible party. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, subject to the provisions of Paragraph P., above.

#### 4. Judicial Action

- a) USEPA and the State agree that any judicial action taken by USEPA against a potentially responsible party pursuant to CERCLA for recovery of any sums expended in response actions at the Site described herein shall be filed in the United States District Court for the judicial district in which the Site is located, or in such other judicial district of the United States as may be authorized by Section 113 of CERCLA.
  
- b) USEPA and the State agree that any judicial action taken by the State against a potentially responsible party pursuant to the New York State Environmental Conservation Law, the New York State Finance Law, or New York State Common Law, for recovery of any sums expended in the response actions at the Site described herein shall be filed either in the United States District Court for the judicial district in which the Site is located, or in such other judicial district of the United States as may be authorized by Section 113 of CERCLA, or in the appropriate New York State Court.

#### 5. Assumption of Work by Responsible Party

If any responsible party notifies USEPA in a timely manner of its willingness to perform properly and expeditiously all or part of the remedial action required under this Contract, USEPA shall promptly notify the State in writing. USEPA will submit to the State for review and comment a detailed proposal of a remedial action or detailed plans and

specifications identifying the work to be performed by the responsible party. If a responsible party takes over any activities at the Site, this Contract will be modified or terminated, as appropriate.

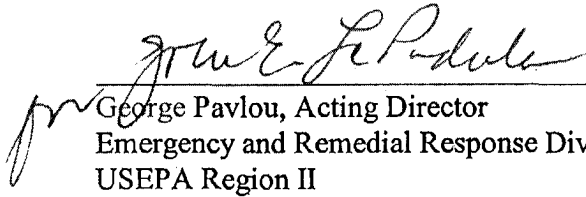
W. Executory Clause

Nothing herein shall constitute or be deemed to constitute an obligation of future appropriations by the legislature of the State.



In witness whereof, the parties hereto have executed this Contract for remedial action at the Old Roosevelt Field Contaminated Groundwater Area Superfund site in six (6) copies, each of which shall be deemed an original.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

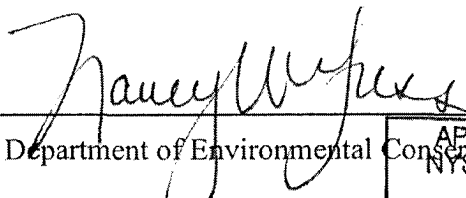
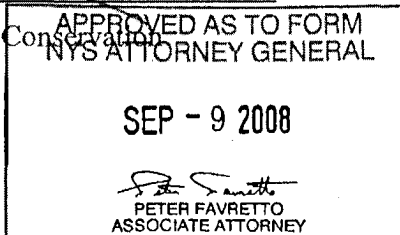
  
George Pavlou, Acting Director  
Emergency and Remedial Response Division  
USEPA Region II

8/19/08  
Date

FOR THE STATE OF NEW YORK

By signing below, the State hereby certifies that the Contract is in accordance with New York State Department of Environmental Conservation guidelines.

Recommended by:

  
Department of Environmental Conservation  
Approved (by) as to Form:  


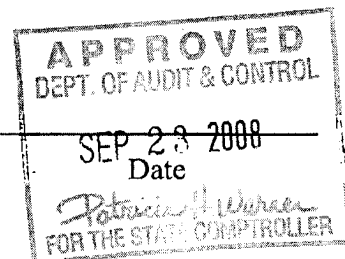
09/04/08  
Date

Department of Law

Date

Approved by:

Office of the State Comptroller



## APPENDIX A

### SITE DESCRIPTION

#### OLD ROOSEVELT FIELD CONTAMINATED GROUNDWATER AREASITE

##### Site Description

The Old Roosevelt Field Contaminated Groundwater Area Superfund Site (Site) is an area of groundwater contamination within the Village of Garden City, Town of Hempstead, in central Nassau County, New York. The Site is located on the eastern side of Clinton Road, south of the intersection with Old Country Road, and includes the area of the former Roosevelt Field airfield. The former Roosevelt Field airfield area is currently developed as a large retail shopping mall with a number of restaurants and a movie theater. Several office buildings (including Garden City Plaza) are on the western perimeter of the mall and share parking space with the mall. A thin strip of open space along Clinton Road (known as Hazelhurst Park) serves as designated parkland and a buffer between the residential community and the mall complex. Two recharge basins are directly east and south of the mall area. The eastern basin is known as Pembroke Basin and the basin situated to the south is Nassau County Recharge Basin number 124.

Two municipal supply well fields are located south (downgradient) of the former airfield. The Village of Garden City public supply wells (designated as Wells 10 and 11) are located just south of the airfield boundary, on the eastern side of Clinton Road.

##### Site History

The Site was used for aviation activities from 1911 to 1951. The original airfield was known as the Hempstead Plains Aerodrome and encompassed 900 to 1,000 acres east of Clinton Road and south of Old Country Road. In 1912, there were 5 cement and 30 wooden hangars along Old Country Road, 4 grandstands along Clinton Road, and several flying schools.

The United States (U. S.) military began using the Hempstead Plains field prior to World War I. The New York National Guard First Aero Company began training at the airfield in 1915, and in 1916 the U.S. Army used the field to train Army and Navy officers. When the U. S. entered World War I in April 1917, the airfield was taken over as a training center for military pilots and renamed Hazelhurst Field. The Army built barracks along Clinton Road and larger hangars along Old Country Road.

After the war, the U. S. Air Service authorized aviation-related companies to operate from Roosevelt Field, but maintained control until July 1, 1920, at which time the Government sold its improvements on the airfield and relinquished control of the field. Subsequently, the property owners sold portions along the southern edge of the field and split the remainder of the property into two flying fields with an incline between them. The eastern half, with sod runways and only two hangars, continued as Roosevelt Field. The western half, which had many hangars, flying schools, and aviation maintenance shops, became known as Curtiss Field. Both fields were

bought in 1929 by Roosevelt Field, Inc., and the property was once again called Roosevelt Field. By 1932, paved runways and 50 buildings made Roosevelt Field the country's largest and busiest civil airfield.

Roosevelt Field was used by the Navy and Army during World War II. In July 1939, the Army Air Corps contracted Roosevelt Field, Inc. to provide airplane and engine mechanics training to Army personnel at their school. As of March 1942, there were 6 steel/concrete hangars, 14 wooden hangars, and several other buildings at Roosevelt Field. The Army training school was concentrated in buildings located along Clinton Road. In addition to the training activities, the Roosevelt Field facilities were used to receive, refuel, crate, and ship Army aircraft.

The Navy also used Roosevelt Field during World War II. In November 1942, the Navy Bureau of Aeronautics established a modification center at Roosevelt Field to install British equipment into U.S. aircraft for the British Royal Navy. The Navy leased five steel/concrete hangars along Old Country Road, constructed additional buildings and designated this installation as the U.S. Naval Air Facility (NAF) Roosevelt Field. NAF Roosevelt Field was responsible for aircraft repair and maintenance, equipment installation, preparation and flight delivery of lend-lease aircraft, and metal work required for the installation of British modifications. The Navy vacated all but six hangars shortly after the war ended. Roosevelt Field operated as a commercial airport until it closed in May 1951.

Soon after the airfield closed, the large Roosevelt Field Shopping Center was constructed at the Site and opened in 1957. The old field is currently occupied by the shopping mall and office building complexes, the Meadowbrook Parkway.

It is likely that chlorinated solvents were used at Roosevelt Field during and after World War II. Chlorinated solvents such as tetrachloroethene (PCE) and trichloroethene (TCE) have been widely used for aircraft manufacturing, maintenance, and repair operations since about the 1930s. Beginning in the late 1930s, the U.S. military issued protocols for use of solvents such as TCE for cleaning airplane parts and for de-icing. The types of airplanes designated for solvent use were present at Roosevelt Field during World War II. The finish specifications for at least one type of plane that the Navy modified at Roosevelt (eight of which were on Site in April 1943) called for aluminum alloy to be cleaned with TCE. An aircraft engine overhaul manual issued in January 1945 specified TCE as a degreasing agent.

Wells 10 and 11 were installed by the Village of Garden City in 1952 and were put into service in 1953. Well 10 is screened from 377 to 417 feet below the ground surface (bgs) and well 11 is screened from 370 to 410 feet bgs. Both wells have shown the presence of PCE and TCE since they were first sampled in the late 1970s and early 1980s, and concentrations increased significantly until 1987, when an air-stripping treatment system was installed to treat the water from the wells. The highest levels of volatile organic compound (VOC) contamination were noted during the mid-to late 1990s, and have steadily declined since then, although the levels remain above EPA and New York State (NYS) drinking water standards.

In addition to the Village of Garden City supply wells, seven cooling water wells in the mall area pumped contaminated groundwater from the Magothy aquifer for use in the air conditioning systems of the mall building and the office buildings west of the mall. Cooling water wells pumped variable amounts of water, with greater extraction rates during the hot summer months. These wells operated from approximately 1960 to 1985. After the contaminated groundwater was used in air conditioning systems, the untreated water was returned to the aquifer system via surface recharge, first to the Pembroke recharge basin and later to a drain field west of 100 Garden City Plaza and 200 Garden City Plaza.

The discharge of contaminated water into the recharge basin and drain field continued up to 1985 when the cooling water wells were taken out of service due to the presence of VOCs in the groundwater. Surface discharge of contaminated groundwater spread contamination through the Upper Glacial and Magothy aquifers. The recharge basin and drain field also created localized groundwater mounding, which may have spread contamination at the water table. The drain field/diffusion wells near 100 Garden City Plaza are under the paved parking lot west of 100 Garden City Plaza and 200 Garden City Plaza and are not currently identifiable in the field. Significant groundwater contamination is present at depth at SVP/GWM-4, which is located near the general area of the diffusion wells/drain field.

An RI/FS was conducted to determine the extent of groundwater contamination and whether residual source areas were present in the former airfield area. The RI adequately determined the boundaries of a residual hot spot in the groundwater in the area where the drain field/diffusion wells operated west of 100 and 200 Garden City Plaza. The FS evaluated several treatment alternatives for the contaminated groundwater and the "No Action" alternative.

Based upon the results of the above-noted RI/FS, on September 28, 2007, USEPA signed a Record of Decision (ROD), selecting a remedy for the site. The selected remedy includes the major components detailed below.

- **Pre-Design Investigation of the Contaminant Plume:** A pre-design investigation will be conducted to collect information for the remedial design. The pre-design investigation will include: installation of at least three multiport monitoring wells and infiltration tests at the Nassau County recharge basin #124.
- **Groundwater Modeling:** The preliminary three-dimensional groundwater model will be updated for the remedial design. Up-to-date contaminant distribution data will be collected and used to update the contaminant plume maps. The improved groundwater model with up-to-date contaminant data will be used to select the final location(s) of groundwater extraction well(s) and discharge options for treated groundwater for the remedial design.
- **Groundwater Extraction Well:** To reduce the contaminant concentrations reaching the two supply wells GWP-10 and GWP-11, a groundwater extraction well(s) will be installed south of SVP/GWM-4. A new remedial extraction well SVP-4E will capture the contaminant

plume upgradient of SVP/GWM-4, while ensuring that the pumping capacity of supply wells GWP-10 and GWP-11 is not affected. The final location and number of extraction wells required will be determined after the pre-design investigation is completed and the groundwater model is updated.

- Ex-Situ Groundwater Treatment: A low profile air stripper will remove the VOC contaminants. The treated water will meet groundwater and surface water discharge standards.
- Discharge of Treated Groundwater: The treated groundwater will be discharged to the local Nassau County recharge basin #124. During the remedial design, results of infiltration tests will be used to calculate the capacity of the recharge basin.
- Evaluation and Upgrade of the Air Strippers at supply wells GWP-10 and GWP-11: An evaluation of the conditions of the air strippers will be conducted. Any necessary upgrade or replacement of the air strippers will be evaluated. The upgrade or replacement costs of the air strippers will be estimated based on the condition of the existing treatment system.
- Vapor intrusion sampling and institutional controls in the form of governmental controls
- Site Management Plan: A SMP will be developed and will provide for the proper management of all Site remedy components post-construction, such as institutional controls, and shall also include: (a) monitoring of Site groundwater to ensure that, following remedy implementation, the groundwater quality improves; (b) conducting an evaluation of the potential for vapor intrusion, and mitigation, if necessary, in the event of future construction at or in the vicinity of the Site; (c) provision for any operation and maintenance required of the components of the remedy; and (d) periodic certifications by the owner/operator or other person implementing the remedy that any institutional and engineering controls are in place.
- Long-term Monitoring: The contaminant plume will be monitored through annual sampling and analysis of groundwater. The results of the long-term monitoring program will be used to evaluate changes in the contaminant plume over time and to ensure achievement of MCLs.
- Contingency Plan: In the event that public supply wells GWP-10 and GWP-11 are taken out of service permanently or are operated at a significant reduction of their current pumping rates, a contingency plan would be implemented to capture and treat the contaminant plume in that area. The contingency plan would include the installation of a new well or wells in the vicinity of supply wells GWP-10 and GWP-11 and an ex-situ treatment system. However, this SSC does not cover this Contingency plan.

Design work related to the remedy implementation is currently underway.

## APPENDIX B

### STATEMENT OF WORK OLD ROOSEVELT FIELD CONTAMINATED GROUNDWATER AREA SITE VILLAGE OF GARDEN CITY, NASSAU COUNTY, NEW YORK

#### Required Tasks:

- I. Construction of a groundwater treatment facility for the extraction, collection, and treatment of groundwater as described in the ROD. Treated groundwater will be discharged to Nassau County Recharge Basin #124.

Task I Estimated Cost	
Item	ROD Present Worth Capital Cost
Estimated Cost:	\$4,950,000
Estimated State Share:	\$495,000

- II. Implementation of long-term response action (LTRA) associated with the groundwater treatment facility constructed under Task I. This Task includes pumping and treating the effluent of the extraction wells beginning when the system becomes operational and functional. The LTRA is expected to continue until the earliest of the following:

1. The groundwater objectives as set forth in the September 2007 ROD have been achieved; or
2. Ten years of LTRA have been performed.

Task II Estimated Cost	
Item	ROD Present Worth LTRA Cost
Estimated Cost:	\$5,992,000
Estimated State Share:	\$599,200

Summary of Estimated Costs	
Total Estimated Costs Task I & II	\$10,942,000
Total Estimated State Share:	\$1,094,200